

## **EMPLOYMENT CONTRACT**

**between the**

**LODI BOARD OF EDUCATION**

**and the**

**NON-PROFESSIONAL SUPERVISORS  
of the LODI BOARD OF EDUCATION**

**THIS AGREEMENT**, dated this 29th day of June, 2011 by and between the **LODI BOARD OF EDUCATION**, located at Main and Hunter Streets, in the Borough of Lodi, County of Bergen, and State of New Jersey (hereinafter referred to as the "Board"), and the **NON-PROFESSIONAL SUPERVISORS** of the Lodi Board of Education.

The following Articles of negotiation have been mutually agreed upon by the **LODI BOARD OF EDUCATION**, Lodi, New Jersey, and the **NON-PROFESSIONAL SUPERVISORS**:

### **ARTICLE I LENGTH OF AGREEMENT**

Said Agreement shall be a three (3) year Contract between the Board and the Non-Professional Supervisors from July 1, 2011 and ending June 30, 2014.

### **ARTICLE II RECOGNITION**

This bargaining unit consists of the following positions:

Supervisor of Buildings and Grounds  
Senior Maintenance Repairer

### **ARTICLE III SALARY**

Annual salary increases shall be as follows:

<b>SCHOOL YEAR</b>	<b>INCREASE</b>
2011-2012	\$400.00
2012-2013	\$400.00
2013-2014	\$400.00

## **ARTICLE IV**

### **LONGEVITY**

In addition to their salary, employees shall receive the following:

1. An additional \$800 shall be received for Longevity following the employee's 10th year anniversary date.
2. An additional \$800 shall be received for Longevity following the employee's 14th year anniversary date.
3. An additional \$800 shall be received for Longevity following the employee's 24th year anniversary date.

## **ARTICLE V**

### **SICK LEAVE**

- A. Employees with one (1) or more years of employment shall be entitled to fourteen (14) sick days at the beginning of each Contract year without loss of pay. Employees with less than one (1) year shall be entitled to one and one-quarter (1¼) sick leave days, with pay, for each month of employment. Unused sick leave days shall be accumulated from year to year.
- B. Employees requiring sick leave in excess of that provided for above shall be granted a leave, without pay, for at least one (1) year.
- C. **Sick Leave Reimbursement**

Upon the retirement of an employee the Lodi Board of Education shall pay the said employee for 95 unused sick days for an employee who retires during the 2011-2012 fiscal year, 65 days for an employees who retires during the 2012-2013 fiscal year, and 65 days for an employee who retires during the 2013-2014 fiscal year at the then per diem rate of said employee's salary at the time of retirement using a denominator of 260 days to calculate the total reimbursement.. Said monies may be paid by the Board Secretary in the month of July following the employee's retirement. Employees who are employed by the Lodi School District for a period less than 240 months shall not be entitled to the above sick leave reimbursement. Fiscal year is defined as July 1<sup>st</sup> to June 30<sup>th</sup>.

**ARTICLE VI**  
**PERSONAL DAYS**

After completion of one (1) year of service with the Board, two (2) personal days shall be granted.

**ARTICLE VII**  
**VACATION**

Commencing with the 2011-2012 school year, employees shall be entitled to vacation pay as follows:

<b>YEARS COMPLETED EMPLOYMENT</b>	<b>ENTITLEMENT WEEKS VACATION WITH PAY</b>
0 months to 1 year	1 day each month
1 year to 10 years	14 days
11 years to 20 years	18 days
21 years to 30 years	21 days

- A. Vacation shall be selected and scheduled by May 15 of each year.
- B. Senior employees shall be given preference in the selection of vacation periods.
- C. Vacation pay will be paid on the day prior to the start of the employee's vacation period upon request of the individual employee, providing sufficient advance notice is given.
- D. Employees may not be permitted to take more than ten (10) consecutive working days vacation during the months of July and August. However, the Board Secretary/Business Administrator shall have the authority to approve or order more than ten (10) vacation days during the months of July and August.



## **ARTICLE VIII**

### **FUNERAL DAYS**

Up to four (4) days at any one time in the event of death of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, stepchild, stepmother, stepfather, stepbrother, stepsister, alternative lifestyle partner, or any other member of the immediate household. One (1) funeral day will be granted for aunt, uncle, and grandparents-in-law. In the event of the death of an employee or student in the Lodi school District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral at the discretion of the Superintendent.

The parties agree in principle that those days defined as funeral days shall be granted only on those days when school is in session.

Funeral days shall be granted on work days only, and further shall be granted as follows:

- a. Two days prior to the funeral
- b. The day of the funeral
- c. The fourth funeral day will be a floating day to be taken at the discretion of the employee, up to thirty (30) days after the funeral.

## **ARTICLE IX**

### **HOLIDAYS**

Effective with the 2011-2012 school year all employees shall be granted those days during which school is not in session due to NJEA convention and unused emergency closing days as time off with pay.

The Supervisor of Maintenance shall receive overtime only for unusual circumstances. The unusual circumstances shall be determined by the Secretary/Business Administrator.

## **ARTICLE X**

### **HEALTH CARE INSURANCE PROTECTION**

The Board shall provide health care and dental insurance benefits for employees and their dependents equivalent to or better than the benefits that currently exist.

The prescription drug co-pay shall remain at \$3.00 effective July 1, 2011 through June 30, 2014. Effective July 1, 2011 through June 30, 2014 the prescription drug co-pay shall be \$3.00 for generic drugs and \$10.00 for brand name drugs.

**ARTICLE XI**  
**DISCHARGES AND DISCIPLINE**

- A. The Board shall not discharge or discipline or suspend any employee without just cause.
- B. Before any employee is discharged, there shall be a conference held between the Association and the Board or its representatives, whenever it is practicable to do so.

**ARTICLE XII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A grievance within the meaning of this agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this agreement.
- B. An aggrieved employee shall present his/her grievance, in writing, within twenty (20) days of its occurrence or such grievance will be deemed waived.
- C. In the event of such grievance, the steps hereafter set forth shall be followed:

*Level One: Supervisor/Maintenance/Custodians*

An employee with a grievance shall first discuss it with his/her supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter within twenty (20) school days of its occurrence or when knowledge of the grievance would reasonably be expected. In the event a grievance is not resolved within five (5) school days of oral presentation, the grievance shall be stated in writing and submitted to the supervisor no later than ten (10) school days from oral presentation. The written notice of grievance shall include the date(s) of the alleged grievance, a precise explanation of article(s), policy(ies) and/or administrative decision(s) claimed to be violated, misinterpreted and/or misapplied and by whom. The written explanation shall describe the adverse effect, loss or damage and the remedy sought.

*Level Two: Board Secretary/Business Administrator*

If the aggrieved person is not satisfied with the disposition of his/her grievance at



Level One, or if no decision has been rendered, the grievance may be submitted in writing to the Board Secretary/Business Administrator within ten (10) school days of the submission of the written grievance to the supervisor. The Board Secretary/Business Administrator shall schedule a hearing within ten (10) school days of receipt of the grievance.

*Level Three: Board*

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was heard by the Secretary/Business Administrator, he/she may within five (5) school days after a decision by the Board Secretary/Business Administrator or ten (10) school days after the grievance was heard by the Board Secretary/Business Administrator, whichever is sooner, refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall make arrangements for a meeting to hear and consider the grievance. The Board shall render a decision on the matter within twenty (20) school days after receipt of the grievance.

*Level Four: Arbitration*

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within twenty (20) school days after the decision by the Board request in writing that the Association submit his/her grievance to arbitration.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The arbitrator so selected shall confer with the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be

without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding with reference to grievances concerning the alleged misapplication, misinterpretation or violation of the agreement commencing July 1, 2008.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne by the party whom the arbitrator ruled against. If a consent award is agreed to by the parties, costs shall be split. If the complaint is settled, costs shall be split. If the parties disagree as to whom shall pay, the arbitrator shall have authority to assess costs.

Any grievance not answered within the prescribed time limits, at the level of the Board Secretary/Business Administrator, or the Board of Education, shall be sustained.

D. If, at any time, the aggrieved employee appeals his/her grievance before the Civil Service Commission, then, from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

E. If, in any of the foregoing Levels, either party fails to carry out the procedure involved in these Levels, the other party may take the dispute to arbitration.

F. **Rights of Custodians/Maintenance Workers to Representation**

No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board of Education by any member of the administration or by any member of the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. **Miscellaneous**

1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Board Secretary/Business Administrator directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels One, Two, and Three of the grievance procedure which are unsatisfactory to the aggrieved person shall be in writing setting forth the decision and reasons and shall be transmitted



- promptly to all parties in interest.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
  4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
  5. Beyond Level Three (Board) a grievance will not be processed if it applies

to the following:

- (a) In the matters which according to law are beyond the scope of Board authority.
- (b) Pending the final outcome of a grievance, the aggrieved shall continue under the direction of the Board and/or Administration.

### **ARTICLED XIII**

### **HOURS OF WORK**

- A. The work week shall consist of eight (8) continuous hours per day for five consecutive days Monday through Friday.

The Work Schedule shall provide a paid lunch period. The lunch period shall be one-half(½) hour.

### **PREMIUM PAY**

- A. All work performed in excess of eight (8) hours in a calendar day shall be paid for at one and one-half (1½) times the regular rate of pay.
- B. All work performed on Saturday or Sunday shall be paid for at one and one-half (1½) times the regular rate of pay.

### **ARTICLE XIV**

### **SPECIAL LICENSES**

- A. The Board shall pay the state fee for the grant or renewal of any special licenses which the employee is required by state law to have in the performance of the



duties and responsibilities covered by his/her job classification.

- B. The Board shall compensate employees to attend any instruction requirements in accordance with the pay provision of this agreement.

#### **ARTICLE XV** **HOLIDAYS**

- A. All employees shall receive the following holidays with pay:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
July Fourth	Day after Thanksgiving
Christmas Day	Christmas Eve
General Election Day	New Year's Eve
Martin Luther King, Jr.'s Birthday	

- B. Holidays that fall on Saturday shall be observed the preceding Friday, providing school is not in session.
- C. Holidays that fall on Sunday shall be observed the following Monday, providing school is not in session.
- D. In the event a holiday(s) cannot be taken because school is in session, an equal number of substituted holidays shall be granted.
- E. Effective July 1, 2011 all employees shall be granted those days during which school during which is not in session due to the N.J.E.A. convention and unused emergency school closing days as time off with pay.
- F. During the months of July and August the work hours shall be from 6:00 a.m. to 4:00 p.m. The workday of all employees shall not exceed eight (8) hours. Under extenuating circumstances the Business Administrator and/or the Superintendent may revise the work schedule.

#### **ARTICLE XVI** **SEVERANCE PAY**

An employee who is laid off shall be paid four (4) weeks' severance pay providing such employee has completed five (5) or more years.

**ARTICLE XVII**  
**UNIFORMS**

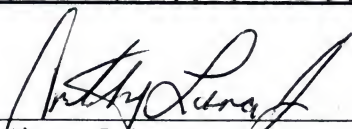
Effective with the 2011-2012 school year, the Board shall reimburse employees for the purchase of uniforms in the amount of up to \$350 on an annual basis for the duration of this contract.

**ARTICLE XIII**  
**TERMS OF AGREEMENT**

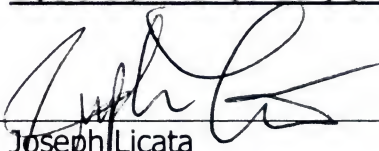
This agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2014. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. However, in the event that a successor agreement has not been ratified by the date of expiration of this agreement, this agreement shall continue in full force and effect until a successor agreement has been completely negotiated and ratified, provided that such successor agreement shall be made retroactive to July 1, 2014.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals, the day and year first above written.

**NON-PROFESSIONAL SUPERVISORS**

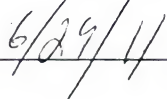
  
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Anthony J. Luna, Jr.

**LODI BOARD OF EDUCATION**

  
\_\_\_\_\_  
Joseph Licata  
Board President

  
\_\_\_\_\_  
Joseph Capizzi  
Board Secretary/Business Administrator

Dated: \_\_\_\_\_

  
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